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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re : Chapter 11
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DELPHI CORPORATION, et al., : Case No. 05-44481 (RDD)
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Debtors. : (Jointly Administered)
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JOINT STIPULATION AND AGREED ORDER RESOLVING (A) OBJECTION OF AUDIO
MPEG AND S.I.S.V.E.L., S.P.A. TO (I) CONFIRMATION OF FIRST AMENDED PLAN OF
REORGANIZATION OF DELPHI CORPORATION AND CERTAIN AFFILIATES,
DEBTORS AND DEBTORS-IN-POSSESSION AND (II) ASSUMPTION OF LICENSE
AGREEMENT AND (B) MOTION OF AUDIO MPEG, INC. AND SISVEL TO MODIFY
AUTOMATIC STAY TO PERFORM AUDIT UNDER LICENSE AGREEMENT

Delphi Corporation and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), and Audio MPEG, Inc. ("Audio MPEG") and Societa' Italiana per lo Sviluppo dell'Elettronica, S.I.SV.EL., S.p.A. ("Sisvel" and, together with Audio MPEG, the "Licensors") respectfully submit this joint stipulation and agreed order (this "Joint Stipulation"), on the terms set forth in this Joint Stipulation, (a) resolving the objection of the Licensors to the Plan (as defined below) and the assumption of License Agreement (as defined below) (Docket No. 11883) (the "Plan Objection") and (b) granting the motion of the Licensors for relief from the automatic stay under section 362 of the Bankruptcy Code to perform an audit under the License Agreement (Docket No. 11820) (the "Motion") and agree and state as follows:

WHEREAS, on August 7, 2003, the Licensors and Delco Electronics Corporation ("Delco") executed a License Agreement the ("2003 License Agreement"), whereby the Licensors granted Delco and its controlled companies non-exclusive licenses under certain U.S. and non-U.S. patents (the "Licenses").

WHEREAS, on April 4, 2005, the Licensors and Delco executed a 2005 Addendum to the 2003 License Agreement (the "2005 Addendum" and, together with the 2003 License Agreement, the "License Agreement").

WHEREAS, on September 30, 2005, Delco merged into Delphi Automotive Systems LLC.

WHEREAS, on December 10, 2007, the Debtors filed the First Amended Joint Plan Of Reorganization Of Delphi Corporation And Certain Affiliates, Debtors And Debtors-In-Possession (the "Plan") (Docket No. 11386).

WHEREAS, on January 9, 2008, the Licensors filed the Motion.

WHEREAS, on January 10, 2008, the Licensors filed the Plan Objection.

WHEREAS, the Debtors and the Licensors have agreed to resolve the Motion and the Plan Objection.

THEREFORE, the Debtors and the Licensors stipulate and agree as follows:

1. On the terms set forth in this Joint Stipulation, the Plan Objection has been resolved and the Motion is hereby granted.

2. The automatic stay under section 362 of the Bankruptcy Code shall be lifted for the limited purpose of performing an audit under the License Agreement as set forth under Article 6 of the License Agreement.

3. The Debtors and the Licensors shall work together to resolve the cure amount due under the License Agreement. The Debtors shall use reasonable efforts to fulfill the Licensors' request for information regarding the use of the "Licensed Products" by the "Controlled Companies" as defined in the License Agreement.

4. The Debtors shall use reasonable best efforts to provide to the Licensors any reports that are not timely, as required by the License Agreement.

5. To the extent the License Agreement is assumed, the exclusive jurisdiction provision of the License Agreement shall apply with respect to post-emergence obligations.

6. Any allowed cure amount due as a result of the assumption of the License Agreement shall be paid in cash, provided that no cure election form was mailed to Licensors.

7. If the License Agreement is rejected and the Licensors are entitled to an administrative claim under Second Circuit law, then such administrative claim shall be paid in cash.

8. Claims of the Licensors against non-Debtors that are independent of the

commercial relationship between the Licensors and the Debtors are not covered under the third-party release set forth under Article 11.5 of the Plan.

9. Nothing in this Joint Stipulation is intended to or shall amend the License Agreement.

So Ordered in New York, New York, this 25th day of January, 2008

/s/Robert D. Drain
UNITED STATES BANKRUPTCY JUDGE

AGREED TO AND
APPROVED FOR ENTRY:

/s/ Ron E. Meisler

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